

CONTRACTOR EMPLOYEE ACCESS TO INFORMATION NON-DISCLOSURE AGREEMENT

Contract/Task Order **INSERT CONTRACT OR TASK ORDER NO.**

I understand that, as an employee of **INSERT COMPANY NAME**, during the performance of **INSERT CONTRACT or TASK NO.** in support of **INSERT PROGRAM or CODE**, I may receive or have access to information, including information maintained in various Government information systems and secure websites, (e.g., Navy Enterprise Resource Planning (N-ERP), Electronic Document Access (EDA), Wide Area Workflow (WAWF)). Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.

As used in this Agreement, “sensitive information” includes:

- All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;
- Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

SPAWAR recognizes its obligation to protect contractors and their subcontractors from potential competitive harm that could result from the disclosure of sensitive information. SPAWAR’s policy is to permit access to information only where such information is required by SPAWAR contractors and their subcontractors in the performance of the contract/task order, and is restricted to those individuals requiring access in the performance of the contract/task order (i.e., “need to know”).

In accordance with the above policy, as an employee of **INSERT COMPANY NAME**, I agree to:

- Utilize accessed information only for the purposes of performing the services as required by the contract/task order, and not for any other purpose unless authorized, and to assume only those user roles and privileges for which I am authorized;
- Safeguard accessed information from unauthorized use and disclosure, providing the same level of protection that would be provided by SPAWAR employees, and exercising the same reasonable degree of care that would normally be used to protect a contractor’s own confidential business information;

- Not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract/task order or as authorized by Federal statute, law, or regulation;
- Immediately notify the authorized company representative in the event that I inadvertently access any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates I may not be authorized to access the information, and refrain from any further access until authorized in writing (via letter or email) by the CO; and
- Report any violations of this Agreement to the authorized company representative as soon as the violation is identified.

If my assignment or role under the contract/task order requires access to information pertaining to current or future solicitations or source selections, I further agree to disclose any financial conflicts of interest as follows. “Financial interest” is defined as compensation in the form of wages, salaries, or commissions; professional or referral fees; investments, including direct stocks or bond ownership; or partnership interest (excluding non-directed retirement or other mutual fund investments). In the event that either I, or my spouse or members of my immediate family/household, has a financial interest in any company, business or corporate entity that submitted a proposal, or that I am aware plans to submit a proposal, in response to a solicitation arising from work under this contract/task order, I agree to immediately notify the authorized company representative and refrain from any further participation until authorized in writing (via letter or email) by the CO.

By my signature on this Agreement, as acknowledged by my company’s authorized representative’s signature on the “Contractor Access to Information Non-Disclosure Agreement,” I certify that I am authorized by my company to execute this Agreement. I further certify that I have read and fully understand the obligations imposed under this Agreement and agree to abide by all the provisions contained herein, in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) mitigation plan submitted by my company. I understand that any unauthorized access or disclosure of information in violation of this Agreement may create an OCI that cannot be mitigated and may result, at a minimum, in removal of any system access, and may subject me to criminal and civil penalties and expose my company to significant liability.

Employee Signature

Date

Employee Name

Title